

# Exhibit A

This Master Services Agreement ("Agreement") is effective as of January 14, 2008 ("Effective Date") and entered into between Amazon.com.vadata, Inc. and any of its affiliates that issue Work Orders under this Agreement (collectively, "Amazon") and the contracting entity indicated on the signature page ("Contractor").

## 1. SERVICES, WORK ORDERS.

**1.1 Services.** Contractor will provide services to Amazon in accordance with the terms and conditions of this Agreement ("Services") as the parties may from time to time agree and specify in purchase orders ("Purchase Orders") or work orders ("Work Orders") issued or signed by Amazon. The agreed form of Work Order is attached as Exhibit A to this Agreement. The definition of Work Order includes Purchase Orders for purposes of this Agreement, unless otherwise specified. Any affiliate of Amazon will have the right to enter into Work Orders with Contractor under this Agreement, and with respect to such Work Orders, such affiliate becomes a party to this Agreement and references to Amazon in this Agreement are deemed to be references to such affiliate. With respect to Amazon, each Work Order is a separate obligation of the Amazon entities or entity that execute(s) such Work Order and no other Amazon entity has any obligation under such Work Order. Contractor will provide all equipment, software and supplies required to perform the Services. Services under a particular Work Order are called a "Project." Amazon makes no promises or representations whatsoever as to the amount of business Contractor can expect at any time under this Agreement.

**1.2 Work Orders.** This Agreement governs each Work Order, except that any conflict between the terms of this Agreement and a Work Order will be resolved in favor of the Work Order if the Work Order explicitly states that it is intended to modify the conflicting terms of this Agreement. This Agreement does not obligate Amazon to engage Contractor to perform any Services, or Contractor to perform any Services, until both parties have signed a Work Order and then only for the Project specified in the Work Order. Both parties must sign a Work Order for it to be effective. However, a Purchase Order is binding on both parties if Contractor: (a) signs and returns it to Amazon; (b) begins performance; or (c) acknowledges it by email, facsimile or any other commercially reasonable means. If Contractor commences Services for Amazon in the absence of a Work Order (or a Purchase Order) and Amazon accepts such Services, this Agreement will nevertheless apply, unless the parties otherwise mutually agree in writing. Contractor will, at no cost to Amazon, promptly and satisfactorily correct any Services or Work Product found to be defective or not in conformity with the requirements of this Agreement and the applicable Work Order.

**1.3 On-Site Services.** If Contractor provides Services on Amazon premises, Contractor will (a) abide by all Amazon's rules, policies, and procedures regarding such matters as safety, security, health, environmental and hazardous material management, misconduct, physical aggression harassment and theft (collectively, "Rules"); and (b) at Amazon's request, remove and promptly replace any Personnel (defined in Section 6 below) performing Services who behaves in a manner that is unlawful or inconsistent with any Rule.

**1.4 Payment/Records.** Amazon will pay Contractor as provided in the Work Order. Contractor is entitled to no other compensation or reimbursement for the Services. Contractor will, in accordance with generally accepted accounting standards, keep copies of all books and records relating to the Services during the term of this Agreement and for three years thereafter. Amazon may upon reasonable notice and during normal business hours examine and make copies of all books and records relating to the Services.

**1.5 Taxes.** Contractor may charge and Amazon will pay applicable US, state or local sales or use taxes or value added taxes that Contractor is legally obligated to charge ("Taxes"), provided that such Taxes are stated on the original invoice that Contractor provides to Amazon and Contractor's invoices state such Taxes separately and meet the appropriate tax requirements for a valid tax invoice. Amazon may provide Contractor an exemption certificate acceptable to the relevant taxing authority, in which case, Contractor shall not collect the Taxes covered by such certificate.

Contractor will be responsible for all other taxes (including interest and penalties) or fees arising from transactions and the documentation of transactions under this Agreement.

Amazon shall maintain the right to deduct or withhold any taxes from any amounts payable to Contractor under this Agreement, and payment to Contractor as reduced by such deductions or withholdings will constitute full payment and settlement to Contractor of such amounts.

**2. TERM.** This Agreement begins on the Effective Date and, unless earlier terminated pursuant to this Agreement, continues for a period of one year; provided, however, that the terms of this Agreement shall survive and apply to any Work Orders outstanding as of the effective date of termination. Upon expiration of such period, this Agreement will automatically renew on a month-to-month basis until either party gives at least 60 days prior written notice of termination. Amazon may terminate any Work Order or any portion thereof, without cause and/or without the occurrence of a default, by giving at least 30 days prior written notice to Contractor. Upon any such termination, Amazon is only liable to pay for Services performed and liabilities incurred prior to expiration or termination; provided that if the fee set forth in the Work Order is a fixed amount, Amazon will pay the fee to the extent the Project/Work Order is complete. In addition, Amazon may terminate this Agreement or any applicable Work Order or any portion of the Services not then performed immediately upon written notice for Contractor's material breach of this Agreement, including but not limited to any breach of Section 7 below. Contractor may terminate this Agreement immediately upon written notice if Amazon fails to cure a nonpayment of amounts due within 30 days after written notice of such nonpayment to Amazon. In connection with the termination or expiration of this Agreement for any reason, Contractor will provide reasonable assistance to Amazon in order to enable and facilitate an orderly transition of the Services to Amazon or to another vendor.

**3. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants that: (a) it will perform the Services in a competent and workmanlike manner in accordance with the level of professional care customarily observed by highly skilled professionals rendering similar services; (b) the Services, Work Product and/or other materials provided by or on behalf of Contractor will not violate or infringe any third party's patents, trade secrets, trademarks or other proprietary rights; (c) it and its Personnel will comply, at Contractor's sole cost, with all applicable ordinances, codes, standards, laws, rules, regulations and orders of any governmental authority having jurisdiction over Contractor's performance of the Services ("Laws"), and will hold and fully comply with all required licenses, permits and approvals; (d) it has all rights necessary for (and is not subject to any restriction, penalty, agreement, commitment, law, rule, regulation or order which is violated by) its execution and delivery of this Agreement and performance of its obligations under this Agreement; (e) all Personnel are authorized to lawfully perform the Services pursuant to applicable immigration and work status Laws; and (f) to the best of Contractor's knowledge after due inquiry, Contractor Personnel have not been convicted of a felony in the previous seven years, or, if they have, Contractor has (to the extent in accordance with Laws) provided information to Amazon regarding the nature, severity, and date of each such conviction.

**4. DEFENSE AND INDEMNITY.** Contractor hereby releases and will defend, hold harmless, and indemnify Amazon, and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors and assigns ("Amazon Indemnified Parties"), from and against any allegation or claim based on, or any loss, damage, settlement, cost, expense and any other liability (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) (collectively, "Claims"), arising from any act or omission by Contractor and/or its Personnel, including without limitation any breach of this Agreement or allegation or claim of negligence, strict liability or misconduct. However, the foregoing does not apply to the extent such Claim results from Amazon's negligent or willful misconduct. Contractor's duty to defend is independent of its duty to indemnify. Contractor's obligations under this section are independent of all of its other obligations under this Agreement. Contractor will use counsel reasonably satisfactory to Amazon to defend each Claim, and Amazon will cooperate (at Contractor's expense) with Contractor in the defense. Contractor will not consent to the entry of any judgment or enter into any settlement without Amazon's prior written consent, which may not be unreasonably withheld.

In connection with any action to enforce Contractor's obligations under this section with respect to any claim arising out of any bodily injury (including death) to any person directly or indirectly employed by Contractor, Contractor waives any immunity, defense or protection under any workers' compensation, industrial insurance or similar laws (including, but not limited to, the Washington Industrial Insurance Act, Title 51 of the Revised Code of Washington) and assumes liability for such claim. This paragraph will not be interpreted or construed as a waiver of Contractor's right to assert any such immunity, defense or protection directly against any of its own employees or such employee's estate or other representatives.

**5. INSURANCE.** Contractor will obtain and maintain the following: (a) "Commercial General Liability" insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, (b) "Business Automobile Liability" insurance (including coverage for all owned, non-owned and hired autos, and no fault coverage where applicable) with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage combined, unless Contractor only uses private passenger automobiles on Amazon's premises, in which case not less than \$500,000 per occurrence is acceptable, (c) "Workers' Compensation" insurance, including but not limited to coverage for all costs, benefits and liabilities under workers' compensation and similar laws that may accrue in favor of any person employed by Contractor in all states where Contractor performs Services, and "Employer's Liability" insurance with limits of liability of not less than \$1,000,000, with a waiver of subrogation in each case in favor of Amazon (where permitted by law), and (d) a "Fidelity

Bond" or similar policy covering employee dishonesty with limits of not less than \$500,000 per loss. If Contractor provides professional or consulting services as part of the Services, Contractor will also maintain "Professional Liability" or "Errors and Omissions" insurance with limits of not less than \$1,000,000 per claim. Contractor may satisfy the foregoing minimum limits by any combination of primary liability and umbrella excess liability coverage that result in the same protection to Contractor and the Amazon insured parties. All of the foregoing insurance policies must have a retroactive date no later than the date that Services commenced and coverage to continue for a period of not less than 2 years after all Services are completed.

Contractor will name Amazon and its affiliates and their respective officers, directors, employees, successors, assigns and agents as additional insureds for the Commercial General Liability and Business Automobile policies. Contractor will cause each insurance policy to provide that it will not be canceled or allowed to expire without at least 30 days prior written notice from the insurance carrier to Amazon. Contractor will provide certificates of all insurance coverage to Amazon at Amazon, Attn: Risk Management, P.O. Box 81226, Seattle, WA 98108-1226. Amazon's approval of any of Contractor's insurance policies does not relieve or limit any of Contractor's obligations under this Agreement, including but not limited to liability under Section 4 above for claims exceeding required insurance limits. If Contractor fails to perform any of its obligations in this section, Amazon may withhold payment for any sums owed Contractor until such time as Contractor meets such obligations.

#### **6. PERSONNEL; INDEPENDENT CONTRACTORS.**

Contractor and Amazon are independent contractors. Contractor has exclusive control over its employees, representatives, agents, contractors and subcontractors (collectively, "Personnel") and over its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. Contractor has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its Personnel. Contractor is solely responsible for all salaries and other compensation of its Personnel who provide Services and for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments. Contractor's Personnel are not eligible to participate in any employment benefit plans or other benefits available to Amazon employees. Contractor has no authority to bind Amazon to any agreement or obligation. Contractor will be solely responsible for all theft, damage and/or misconduct related to its Personnel.

Contractor will not subcontract any Services or delegate any of its obligations under this Agreement or any Work Order without the prior written consent of Amazon. If Amazon so consents, Contractor will ensure that any such subcontractor is bound to the terms of this Agreement. Notwithstanding the existence or terms of any subcontract, Contractor is responsible for the full performance of the Services and for its subcontractors' compliance with the terms of this Agreement.

**7. CONFIDENTIALITY/PUBLICITY.** Contractor will comply with the terms of any nondisclosure agreement between Contractor and Amazon (or Amazon's affiliates) ("NDA"). If no such agreement exists, Contractor and its representatives (a) will protect and keep confidential the existence of this Agreement (including, without limitation, all Work Orders), its terms and conditions and any other information obtained from Amazon in connection with this Agreement or related to the Services that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including but not limited to all information relating to Amazon's technology, customers, business plans, marketing activities and finances), (b) will use such information only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations under this Agreement, and (c) will return all such information to Amazon promptly upon the termination of this Agreement. All such information will remain Amazon's exclusive property, and Contractor will have no rights to use such information except as expressly provided herein. Contractor will not use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of Amazon or any of its affiliates in any manner without prior written authorization of such use by a Vice President of Amazon. Contractor will not issue press releases or publicity relating to Amazon or this Agreement or reference Amazon or its affiliates in any brochures, advertisements, client lists or other promotional materials.

#### **8. WORK FOR HIRE, AND PROPRIETARY RIGHTS.**

**8.1 Work Product, Proprietary Rights and Pre-Existing Work.** If Contractor delivers or is required to deliver to Amazon any work product in connection with the Services, including but not limited to concepts, works, inventions, information, drawings, designs, programs, or software (whether developed by Contractor or any of its Personnel, either alone or with others, and whether completed or in-progress) (collectively, "Work Product"), then Amazon owns, or upon assignment by the creator will own, all right, title and interest (including, but not limited to, all trademarks, trade secrets,



copyrights, patents and any other intellectual property or proprietary rights) (collectively, "Proprietary Rights") in such Work Product, except that Work Product does not include: (a) any inventions or developments made by Contractor prior to the Effective Date; or (b) any improvements Contractor may make to its own proprietary software or any of its internal processes as a result of any Work Order, provided that such improvements do not infringe Amazon's Proprietary Rights ("Pre-Existing Work").

**8.2 Work for Hire.** The Work Product has been specially ordered and commissioned by Amazon. Contractor agrees that the Work Product is a "work made for hire" for copyright purposes, with all copyrights in the Work Product owned by Amazon.

**8.3 Assignment of Work Product.** To the extent that the Work Product does not qualify as a work made for hire under applicable law, and to the extent that the Work Product includes material subject to copyright, patent, trade secret, or any Proprietary Rights protection, Contractor hereby assigns to Amazon (or to such of its affiliates as it may designate), its successors and assigns, all right, title and interest in and to the Work Product, including, but not limited to, all rights in and to any inventions, designs and Proprietary Rights embodied in the Work Product or developed in the course of Contractor's creation of the Work Product. The foregoing assignment includes a license under any current and future patents owned or licensable by Contractor to the extent necessary to combine the Work Product or any derivative works or modifications thereof with any product, service, offering, software or intellectual property of Amazon. Contractor will execute any documents in connection with such assignment that Amazon may reasonably request. Contractor will enter into agreements with its Personnel or any other party as necessary to establish Amazon's sole ownership in Work Product, and upon Amazon's request, Contractor will provide Amazon with copies of such agreements. Contractor appoints Amazon as its attorney-in-fact to execute assignments of, and register all rights to, the Work Product and the Proprietary Rights in Work Product. This appointment is coupled with an interest. At any time upon request from Amazon and upon termination or expiration of this Agreement, Contractor will deliver to Amazon in tangible form all materials containing Work Product, whether complete or in process.

**8.4 License to Pre-Existing Work.** To the extent Pre-Existing Work of Contractor is embodied in any Work Product, deliverables or Proprietary Rights, Contractor hereby grants Amazon a non-exclusive, worldwide, perpetual, irrevocable, fully paid up license to (a) use, make, have made, sell, offer to sell, reproduce, perform, display, distribute, and import such Pre-Existing Work, (b) adapt, modify, and create derivative works of such Pre-Existing Work, and (c) sublicense the foregoing rights.

## **9. GENERAL.**

**9.1 Assignment.** Contractor will not assign any part or all of this Agreement without Amazon's prior written consent. Any attempt to assign in violation of this section is void in each instance. Amazon may assign this Agreement (or any of its rights and obligations under this Agreement or any Work Order): (a) to any of its affiliates; or (b) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction.

**9.2 Governing Law/Venue.** This Agreement is governed by Washington law, excluding its conflicts of law rules. Contractor irrevocably submits to venue and exclusive personal jurisdiction in the federal and state courts in Seattle, King County, Washington, for any dispute arising out of this Agreement, and waives all objections to jurisdiction and venue of such courts.

**9.3 Notices.** Notices under this Agreement are sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested), facsimile with electronic confirmation or personal delivery to the other party at the address below the party's signature line below. If no address is listed for Contractor, notice to Contractor will be effective if given to the last known address. Notice is effective: (a) when delivered personally, (b) three business days after sending by certified mail, (c) on the business day after sending by a nationally recognized courier service, or (d) on the business day after sending by facsimile with electronic confirmation to the sender. A party may change its notice address by giving notice in accordance with this section.

**9.4 Severability.** If any provision of this Agreement is determined by any court or governmental authority to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

**9.5 No Waiver.** A party does not waive any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the party granting such waiver.

**9.6 Cumulative Rights/Construction.** The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity. The section headings of this Agreement are for convenience only and have no interpretive value.

**9.7 Survival.** The following provisions survive termination or expiration of this Agreement: the records provision in Section 1.3; Defense and Indemnification (Section 4); Confidentiality/Publicity (Section 7); Work for Hire (Section 8) and General (Section 9), including without limitation, Limitation of Liability (Section 9.9).

**9.8 Injunctive Relief.** Contractor acknowledges that any material breach of Section 7, or Section 8, by Contractor would cause Amazon irreparable harm for which Amazon has no adequate remedies at law. Accordingly, Amazon is entitled to specific performance or injunctive relief for any such breach.

**9.9 LIMITATION OF LIABILITIES.** *AMAZON WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOST OPPORTUNITIES OR PROFITS), OR PUNITIVE DAMAGES.*

**9.10 Entire Agreement.** This Agreement and the Work Orders, together with all associated exhibits and schedules, which are incorporated by this reference, and NDA, constitute the complete and final agreement of the parties pertaining to the Services and supersede the parties' prior agreements, understandings and discussions relating to the Services. No modification of this Agreement or any Work Order is binding unless it is in writing and signed by Amazon and Contractor.

This Agreement may be executed by facsimile and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

The parties may use standard business forms or other communications, but use of such forms is for convenience only and does not alter the provisions of this Agreement. *NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THIS AGREEMENT (WHETHER PROFFERED VERBALLY OR IN ANY QUOTATION, INVOICE, SHIPPING DOCUMENT, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.*

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

This Agreement is signed by duly authorized representatives of the parties.

Amazon.com.vadata, Inc.
By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Notices to Amazon, Attn: General Counsel and if:

By facsimile: (206) 266-7010

By mail: P.O. Box 81226

Seattle, WA 98108-1226

By courier or personal delivery:

1200 – 12<sup>th</sup> Avenue South

Suite 1200

Seattle, WA 98144-2734

Attn: General Counsel
<b>Contractor:</b>
<u>CAPITOL PROS INC</u>
[Legal Name of Contracting Entity]
By: <u>[Signature]</u>
Printed Name: <u>RICARDO TABOADA</u>
Title: <u>PRESIDENT</u>
Date Signed: <u>01/23/2008</u>

Notices to Contractor:

Tax ID No: 20-2642353

Attn:

\_\_\_\_\_

\_\_\_\_\_

Facsimile: \_\_\_\_\_

EXHIBIT "A"

Work Order effective January 14, 2008

This Work Order is entered into and made a part of the Master Services Agreement between CAPITOL PROS INC. Amazon.com.vadata, Inc. and the Contractor noted therein, with an effective date of January 14, 2008 (the "Agreement"), to apply to the Amazon entity noted below (for purposes of this Work Order, "Amazon") for the Project described below. All capitalized terms not defined in this Work Order have the respective meanings set forth in the Agreement. To the extent that the terms of this Work Order conflict with any of the terms of the Agreement, and the Work Order explicitly states that it intends to modify the conflicting terms, this Work Order supersedes the Agreement.

1. Description of Project Services: Contractor will provide the following janitorial services for the Amazon facilities set forth in Section 3 below:

#### Exterior of the Building

##### *Front and Rear Entrances*

Daily cleaning to be performed at the front and rear entrances to the facilities extending roughly 15-20 yards in the front and about 20-25 yards in the rear of the facility, as follows:

- Daily cleaning of both glass doors (inside and outside) at the entry way to the facility (IAD6) [are they only cleaning the glass doors for IAD6 – what about IAD1?]
- Empty all external garbage cans, ash trays, and smoking urns [need to change any trash liners?].
- Cleaning of entry mats

#### Lobby, Break Room and Bathrooms

Daily cleaning to be performed in the facilities' lobbies, break rooms, and office area and loading dock area bathrooms.

##### *Lobbies*

- Sweep and mop the lobby area
- Shake out/vacuum entry mats.
- Wipe down security office glass
- Clean any surfaces
- Empty garbage cans [replace trash liners?]

##### *Break Rooms*

- Sweep and mop all break rooms.
- Wipe all surfaces (tables, counter tops and sink) clean
- Vacuum mats
- Completely clean out refrigerator every Friday and leave behind only things that have been dated in the current month.



- Clean the exterior of appliances (plus the interior of all microwaves)
- Empty garbage cans.
- Clean/vacuum couches

#### ***Bathrooms***

- Empty, clean and disinfect all trash containers.
- Clean and polish fixtures (including without limitation toilets and sinks) and mirrors.
- Wipe all counters, shelves, partitions and ventilation louvers clean
- Restock all paper supplies and fill soap dispensers
- Sweep and mop floors
- Clean showers & replace shower curtains when needed (but not less than one time per year)
- Clean benches and lockers

#### **Corridors/Hallways**

##### ***(Standard & Raised Floor)***

- Sweep and mop hallways
- Empty garbage cans as needed
- Buff floors as needed
- Remove garbage/cardboard boxes set outside of doors (labeled Trash or Garbage)

#### **Cubicles Areas, Offices, Conference Rooms**

- Vacuum floors
- Empty garbage cans
- Clean surfaces
- Empty Paper Shredders
- Clean all conference room whiteboards and surfaces (unless do not erase is written on the board)

#### **Security Office**

- Sweep and mop floors
- Empty garbage cans

- Clean glass
- Clean surfaces

**Loading Docks**

- Sweep and mop floors
- Empty garbage cans

**All Facilities**

**Contractor will provide the following on a quarterly basis, or as otherwise requested by Amazon:**

- Scrub and wash floors
- Strip and wax floors
- Steam and shampoo carpet

Any change to Contractor's scope of work must be authorized in writing by both parties, and in the case of Amazon, is binding only if signed by \_\_\_\_\_ or by a Vice President of Amazon.

**2. General Description of Work Product/deliverables:**

**Deliverables   Date Due**

**Janitorial Services**

**IAD1 and IAD6 Data Centers      Monday-Friday**

**3. Location(s) Where Services Will Be Provided:**

**IAD1 Data Center**

**4101 Westfax Drive**

**Chantilly, VA 20151**

**IAD6 Data Center**

**43831 Devin Shafron Drive**

Ashburn, VA 20147

**4. Start Date Of Services:**

21 January 2008

**5. Required Completion Date: n/a**

**6. Contractor Fees/Payment Terms:**

Amazon will pay Contractor \$4,000.00 dollars per month per facility for the Services performed by Contractor in accordance with the Agreement.

Amazon will pay Contractor the amount above in accordance with the delivery of Deliverables as set forth below and acceptance by Amazon, subject to receipt of Contractor's invoice. The invoice will be in a form and content reasonably acceptable to Amazon and will contain sufficient information to allow Amazon to determine the accuracy of the amounts billed. Payment terms are net 60 days of receipt of invoice and acceptance of Services by Amazon.

Contractor represents that the pricing offered to Amazon under this Work Order is and at all times will be as favorable as that offered to Contractor's other customers receiving services from Contractor similar to the Services hereunder. If Contractor offers to provide the Services to a customer on terms that are more favorable than the terms offered to Amazon, Contractor will notify Amazon of the third-party terms, and at Amazon's election those terms will be applied to Amazon's purchase of the Services under this Work Order effective as of the date such terms were offered to the other customer.

Amazon will pay any applicable and separately stated sales, use, or similar value added taxes that may be imposed or levied upon the Services fees invoiced to Amazon under this Work Order, unless Amazon provides to Contractor a properly completed exemption certificate. For the avoidance of doubt, all other taxes, fees, or surcharges will be the responsibility of the party upon whom they are imposed, including taxes, fees and surcharges imposed on income, gross receipts, property or payroll. Nothing in this section shall be construed to conflict with Section 1.5 of the Agreement.

This Work Order is entered into as of the Start Date set forth above.

<u>Amazon:</u>	<u>Contractor:</u>
Amazon.com.vadata, Inc.	[Legal Name of Contracting Entity]
	CAPITOL PROS INC
By: _____	By: <u>[Signature]</u>
Printed Name: _____	Printed Name: RICARDO TABOADA
Title: _____	Title: PRESIDENT
Date Signed: _____	Date Signed: 01/23/2008

**Amazon Legal Approval**

**Initials: \_\_**

**Date: \_\_**

**Work Order effective June 1, 2008**

This Work Order is entered into and made a part of the Master Services Agreement between VADATA, INC. and the Contractor noted therein, with an effective date of June 1, 2008 (the "Agreement"), to apply to the Amazon entity noted below (for purposes of this Work Order, "Amazon") for the Project described below. All capitalized terms not defined in this Work Order have the respective meanings set forth in the Agreement. To the extent that the terms of this Work Order conflict with any of the terms of the Agreement, and the Work Order explicitly states that it intends to modify the conflicting terms, this Work Order supersedes the Agreement.

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Daily cleaning to be performed in the facilities' lobbies, break rooms, and office area and loading dock area bathrooms.

***Lobbies***

- Sweep and mop the lobby area
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- Wipe down security office glass
- Clean any surfaces
- Empty garbage cans and replace trash liners

***Break Rooms***

- Sweep and mop all break rooms.
- Wipe all surfaces (tables, counter tops and sink) clean
- Vacuum mats
- Completely clean out refrigerator every Friday and leave behind only things that have been dated in the current month.
- Clean the exterior of appliances (plus the interior of all microwaves)
- Empty garbage cans.
- Clean/vacuum couches

***Bathrooms***

- Empty, clean and disinfect all trash containers.
- Clean and polish fixtures (including without limitation toilets and sinks) and mirrors.
- Wipe all counters, shelves, partitions and ventilation louvers clean
- Restock all paper supplies and fill soap dispensers
- Sweep and mop floors
- Clean showers & replace shower curtains when needed (but not less than one time per year)
- Clean benches and lockers

**Corridors/Hallways**

***(Standard & Raised Floor)***

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- Empty garbage cans as needed
- Buff floors as needed
- Remove garbage/cardboard boxes set outside of doors (labeled Trash or Garbage)

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acceptable to Amazon and will contain sufficient information to allow Amazon to determine the accuracy of the amounts billed. Payment terms are net 60 days of receipt of invoice and acceptance of Services by Amazon.

Contractor represents that the pricing offered to Amazon under this Work Order is and at all times will be as favorable as that offered to Contractor's other customers receiving services from Contractor similar to the Services hereunder. If Contractor offers to provide the Services to a customer on terms that are more favorable than the terms offered to Amazon, Contractor will notify Amazon of the third-party terms, and at Amazon's election those terms will be applied to Amazon's purchase of the Services under this Work Order effective as of the date such terms were offered to the other customer.

Amazon will pay any applicable and separately stated sales, use, or similar value added taxes that may be imposed or levied upon the Services fees invoiced to Amazon under this Work Order, unless Amazon provides to Contractor a properly completed exemption certificate. For the avoidance of doubt, all other taxes, fees, or surcharges will be the responsibility of the party upon whom they are imposed, including taxes, fees and surcharges imposed on income, gross receipts, property or payroll. Nothing in this section shall be construed to conflict with Section 1.5 of the Agreement.

This Work Order is entered into as of the Start Date set forth above.

**Amazon:**

**Vadata, Inc.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Contractor:**

**Capital Pros, Inc.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Amazon Legal Approval**

Initials: \_\_\_\_\_

Date: \_\_\_\_\_